

**REQUEST FOR PROPOSALS**  
**For**  
**TRANSITIONAL PLACING PROGRAM**



**RFP #: 3000017331**

**Proposal Due Date/Time: JULY 22, 2021**

**State of Louisiana  
Office of Juvenile Justice**

**(June 11, 2021)**

# TABLE OF CONTENTS

## **PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

1.1	Purpose.....	5
1.2	Background.....	5
1.3	Goals and Objectives .....	7
1.4	Term of Contract .....	8
1.5	Definitions .....	8
1.6	Schedule of Events.....	11
1.7	Proposal Submittal .....	11
	1.7.1 Electronic Proposal Submission.....	12
	1.7.2 Hard Copy Proposal Submission.....	12
1.8	Qualifications for Proposer .....	12
	1.8.1 Mandatory Qualifications .....	12
	1.8.2 Desirable Qualifications .....	13
1.9	Proposal Response Format.....	13
	1.9.1 Cover Letter.....	13
	1.9.2 Table of Contents .....	13
	1.9.3 Executive Summary .....	14
	1.9.4 Company Background and Experience.....	14
	1.9.5 Approach and Methodology .....	14
	1.9.6 Proposed Staff Qualifications.....	16
	1.9.7 Location/Site .....	17
	1.9.8 Veteran and Hudson Initiative Programs Participation .....	17
	1.9.9 Cost Proposal.....	19
	1.9.10 Certification Statement .....	19
	1.9.11 Outsourcing Key Controls.....	19
1.10	Number of Copies of Proposals.....	19
1.11	Technical and Cost Proposals .....	20
1.12	Legibility/Clarity .....	20
1.13	Confidential Information, Trade Secrets and Proprietary Information.....	20
1.14	Proposal Clarifications Prior to Submittal.....	22
	1.14.1 Pre-Proposal Conference .....	22
	1.14.2 Proposer Inquiries.....	22
	1.14.3 Blackout Period .....	23
1.15	Errors and Omissions in Proposal .....	23
1.16	Changes, Addenda, Withdrawals.....	23
1.17	Withdrawal of Proposal.....	24
1.18	Waiver of Administrative Formalities.....	24
1.19	Proposal Rejection/RFP Cancelation.....	24
1.20	Ownership of Proposal .....	24
1.21	Cost of Offer Preparation.....	24
1.22	Taxes .....	24
1.23	Determination of Responsibility .....	25
1.24	Use of Subcontractors .....	25
1.25	Written or Oral Discussions/Presentations.....	25
1.26	Acceptance of Proposal Content .....	26
1.27	Evaluation and Selection .....	26
1.28	Best and Final Offers (BAFO) .....	26

1.29	Contract Award and Execution .....	26
1.30	Notice of Intent to Award .....	27
1.31	Right to Prohibit Award .....	27
1.32	Insurance Requirements for Contractors .....	27
	1.32.1 Minimum Scope and Limits of Insurance.....	27
	1.32.2.1 Workers Compensation.....	27
	1.32.2.2 Commercial General Liability Insurance.....	27
	1.32.2.3 Automobile Liability.....	28
1.33	Deductibles and Self-Insured Retentions.....	28
1.34	Other Insurance Provisions.....	28
1.35	Acceptability of Insurers.....	29
1.36	Verification of Coverage.....	29
1.37	Subcontractors.....	30
1.38	Workers Compensation Indemnity.....	30
1.39	Duty to Defend .....	30
1.40	Liability and Indemnification.....	29
	1.40.1 Contractor Liability.....	30
	1.40.2 Force Majeure.....	30
	1.40.3 Indemnification.....	31
	1.40.4 Intellectual Property Indemnification.....	31
	1.40.5 Limitations of Liability.....	31
	1.40.6 Other Remedies.....	32
1.41	Payment .....	32
	1.41.1 Electronic Vendor Payment Solutions.....	33
1.42	Termination .....	33
	1.42.1 Termination of the Contract for Cause .....	33
	1.42.2 Termination of the Contract for Convenience.....	33
	1.42.3 Termination for Non-Appropriation of Funds .....	33
1.43	Confidentiality of Data.....	34
1.44	Access to Facility.....	34
1.45	Nationally Recognized Performance Based Standards .....	34
1.46	Licenses, Certificates, Inspections .....	34
1.47	Staff Vacancies .....	35
1.48	Assignment .....	35
1.49	Right to Audit.....	35
1.50	Civil Rights Compliance.....	35
1.51	Record Ownership.....	35
1.52	Entire Agreement/Order of Precedence.....	36
1.53	Contract Modifications .....	36
1.54	Substitution of Personnel.....	36
1.55	Governing Law .....	36
1.56	Claims or Controversies .....	36
1.57	Code of Ethics.....	36
1.58	Corporate Requirements .....	35
1.59	Prohibition of Discriminatory Boycotts of Israel.....	37
1.60	Contractors Cooperation.....	37
1.61	Continuing Obligation.....	37
1.62	Eligibility Status.....	37
1.63	Additional Program Requirements.....	37
1.64	Security .....	38

1.64.1 Cybersecurity Training.....	38
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## **PART II. SCOPE OF WORK/SERVICES**

2.1 Scope of Work.....	39
2.2 Task and Services .....	39
2.3 Deliverables.....	40
2.4 Project Requirements .....	43

## **PART III. EVALUATION**

3.1 Cost Evaluation .....	45
3.2 Veteran Hudson Initiative.....	46

## **PART IV. PERFORMANCE STANDARDS**

4.1 Performance Requirements.....	48
4.2 Performance Measures.....	48
4.3 Outcome Measures .....	48
4.4 Monitoring Plan.....	49
4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements .....	50

## **ATTACHMENTS**

Attachment I - Certification Statement.....	51
Attachment II - Sample Contract.....	53
Attachment III - Electronic Vendor Payment Solution.....	67
Attachment IV – Sample board Resolution for Corporations.....	68
Attachment V – Disclosure of Ownership of Entity.....	69
Attachment VI – Cost Proposal.....	70
Attachment VII – Program Budget.....	71
Attachment VIII – Proposal Checklist.....	75
Attachment IX – Standard Operating Procedures for Contract Providers.....	76

# **REQUEST FOR PROPOSAL FOR**

## **Transitional Placing Program**

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (herein referred to as YS or the State) for the purpose of selecting contractors to provide Transitional Placing services for youth who are under the supervision of Youth Services (YS).

Transitional Placing is a program that places youth, at least sixteen (16) years of age, in an independent living situation supervised by a provider with the goal of preparing the youth for living independently without supervision. Programs are required to provide youth with stable, safe living accommodations, and services that help them develop the skills necessary to become independent law-abiding citizens within their communities. Living accommodations may include group homes or supervised apartments owned by the program or rented in the community.

The State intends to award multiple contracts from this RFP.

#### **1.2 Background**

The Office of Juvenile Justice is a cabinet-level agency whose head, the Deputy Secretary, reports directly to the Governor of Louisiana.

Under the direction of the Deputy Secretary, the Office of Juvenile Justice (OJJ) has policy oversight and support responsibilities for state programs for youth who are adjudicated delinquent, as well as any youth and their families ruled in need of services by courts of juvenile jurisdiction, including FINS - Families in Need of Services. OJJ is responsible for youth assigned to the Agency's care by the court system, either for supervision or for custody in residential placement, or secure care. OJJ also provides services to youth under local court supervision. OJJ staff supports the Administrative Remedy Procedure disciplinary appeal process for juveniles and performs quality assurance activities for the juvenile facilities.

OJJ administers six (6) programs: Administration, three (3) regional secure care centers, Field Operations, Contract Services, Auxiliary and Louisiana Housing for Juvenile Offenders.

OJJ operates three (3) 24-hour secure facilities for males: Swanson Center for Youth in Monroe; its satellite facility, Swanson Center for Youth at Columbia; and Bridge City Center for Youth in Bridge City, near New Orleans. Secure care for girls is provided through a contract with Ware Youth Center in Coushatta, Red River Parish.

Through prevention and diversion programs, OJJ also serves youth in the community who are not involved in OJJ system. The Community Services program provides probation and parole supervision, and coordinates both residential and non-residential treatment services for delinquent youth, as well as status offenders and their families. Regional offices are located in Alexandria, Baton Rouge, Hammond, Lafayette, Lake Charles, Monroe, Natchitoches, New Orleans, Shreveport, Tallulah and Thibodaux.

As a responsible steward of public funds, the Louisiana Office of Juvenile Justice is committed to funding evidence-based effective correctional treatment program models. The State has invested in ongoing training regarding what is commonly known as the “What Works” model. An emerging body of evidence (primarily through meta-analyses) demonstrates the efficacy of correctional treatment as a means to prompt offender change and reduce recidivism (see Gendreau and Andrews 1994; Van Voorhis, Cullen, & Applegate 1995; Latessa and Holsinger 1998). These studies stress the following key principles of effective intervention with correctional clients:

- Residential services, behavioral in nature, focus on offenders who have presented higher community risk, as determined by the Structured Assessment of Violence Risk in Youth (SAVRY) or other evidence-based standardized assessment.
- Consistent behavioral interventions and strategies conducted by qualified staff.
- Target criminogenic needs: crime producing behaviors.
- Attention to responsivity issues of correctional client.

Supervision, accountability, competency development and the valid assessment of treatment progress must coalesce for community safety to be realized. Successful return to the community requires close coordination throughout the stages of treatment, among the treatment teams, and the family to the fullest extent possible in order to develop and implement a reintegration plan for the youth’s return to the community. In turn, the reintegration plan shall recognize and support the progress, strengths and changes made by the youth.

LA Revised Statute 15:901 which addresses juvenile institutions in Section (G)(1)(e) mandates that the Department is to place children in the setting most appropriate to their needs, including any non-residential, community-based residential and institutional programs operated by the Department of Public Safety and Corrections, as well as programs operated by other public or private agencies with which the department enters into contractual or purchase of services arrangements.

Non Secure Care, more commonly called Residential Placement, is a less restrictive means of providing custody for youth in need of treatment and out of home placement, but do not pose a large threat to public safety. When a judge places a youth in YS custody, the youth is assessed to determine if he or she is appropriate for residential placement. In addition, some youth may be “stepped down” from secure care to prepare them for their return home. All residential placements are run by nonprofits who contract with YS.

OJJ services include:

- Evaluation and diagnostic services for youth adjudicated delinquent and children of families adjudicated in need of services (FINS).
- Alternative services to out-of-home placement for youth adjudicated delinquent and children of families adjudicated in need of services, and placed in the custody or supervision of OJJ.
- Treatment services in secure care facilities for youth adjudicated delinquent and placed in the custody of OJJ and who, as determined by the court and/or the agency, require this restrictive level of care and custody.
- Probation, parole, and other programs of supervision for youth adjudicated delinquent and youth in families adjudicated in need of services.
- Community services directed at prevention of juvenile delinquency, intake screening, and diversion as deemed appropriate by OJJ.
- The agency participates in programs for the purchase of care and treatment of youth taken into custody under the provisions of the Children's Code, pending adjudication, disposition, placement, or any or all of the above.

### **Mission**

YS protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

### **Vision**

YS is a quality system of care, which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

### **We Believe**

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

### **We Value**

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

### 1.3 Goals and Objectives

- To provide for the safety and well-being of the youth, program staff and community.
- To provide services aimed at promoting social and emotional adjustment, enhancing life skills and independent living skills; and eliminating destructive behavioral patterns.
- To provide services, when appropriate, to the youth's family or guardian in order to facilitate the successful reintegration of the youth into the community.
- To facilitate appropriate aftercare planning and services directed at reintegration.

### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about **December 1, 2021** and is anticipated to end on **November 30, 2024**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

### 1.5 Definitions

Agency	Specifically, Youth Services. Generally, any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
CBS	Community Based Services
Contract Performance Coordinator	An agency employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Criminogenic Risk Factors	Risk factors correlated with criminal conduct. For example, antisocial/pro-criminal attitudes, values and beliefs, pro-criminal peers and isolation from pro-social others, temperamental and antisocial personality patterns, history of antisocial behavior, family factors, low educational or financial achievement, low levels in pro-social leisure activities, abuse of alcohol or drugs.
Crisis	Any situation that places a client at risk of violating probation or physical/emotional harm, such as, criminal behavior, arrest, family abuse, neglect, or runaway.



Day	12:01 a.m. to 12:00 p.m.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Evidence Based Practice	Best practice that has been tested on a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
HiSET	High School Equivalency Test
Individual Treatment/Intervention Plan (ITP/IIP)	An individualized plan for each youth describing the intervention used to address specific need area.
ISP	Individualized Service Plan
Level I youth	Youth placed in OJJ custody that do not meet the criteria on the Residential Level Determination Form to be eligible for Level II residential care.
Level II youth	Youth placed in OJJ custody and determined to be eligible for Level II residential care based on scoring utilizing the Residential Level Determination Form. Some of the criteria used in the determination of the youth's level includes but is not limited to: being requested for removal due to behavior; had three (3) or more placements disrupted in the last sixty (60) days due to behavior; sexually assaulted or molested another person; physical aggression towards authority figures and adults; requires six (6) – sixteen (16) hours a day of direct, focused and enhanced supervision and behavior management in order to maintain the youth in a community based living situation; has attempted suicide in the past ninety (90) days; has a history of suicidal threats; in the past ninety (90) days engaged in risky behaviors that pose a threat to the safety of self and others; in the past ninety (90) days, the youth is regularly physically aggressive towards peers or intimidates them; and in the past ninety (90) days, the youth regularly breaks laws or rules that do not involve physical damage or injury to people or property.
Multidisciplinary Team (MDT)	A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should include facility, community providers,

	mental health professionals, educators, Agency staff, youth and family members.
Non Secure Care	A placement that provides housing, supervision, and rehabilitative care for youth between the ages of 12 and 17 in the custody of YS. These facilities are usually characterized by a lack of physical security such as perimeter fences, security locks and controlled access.
OSP	Office of State Procurement
Outcomes	The desired impact and effectiveness of the services on the client must be measurable and observable.
Per Diem	An allowance or payment made for each day per youth.
PREA	Prison Rape Elimination Act
Program Slots	Contract designation for the approved number of youth who can be assigned to a program at any one time.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to this RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms "Contractor," "facility" and "program" are also used to mean "provider".
Region	An organizational subdivision of Youth Services with a defined geographical location.
Residential Level Determination Form	Form used by OJJ and the Department of Children and Family Services (DCFS) to determine the level of residential care and billing reimbursement.
Responsivity Factors	The learning style and characteristics of youth which can affect their engagement in treatment.
RFP	Request for Proposals
Shall, Must or Will	Denotes mandatory language, a requirement that must be met without alteration.
Should, Can or May	Denotes a desirable action.
SFY	State Fiscal Year

Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedure for All <i>Contract Providers</i> at <a href="https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf">https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf</a> . Additional definitions can be found in Attachment IX SOP for Contract Providers.
State	The State of Louisiana.
Structured Assessment of Violence Risk in Youth (SAVRY)	An evidence-based assessment designed to assist professionals in making judgments about a youth's needs for case planning. This assessment comprises twenty-four (24) risk/need items which were identified in existing research (SAVRY: Bartel, Borum and Forth, 2000) on adolescent development, delinquency and aggression in youth. Six (6) protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the YS Employee completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.
Youth	A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.
YS	Youth Services

## 1.6 Schedule of Events

### Event

RFP advertised in newspapers and post to LaPac

Deadline for receipt for written inquiries

Deadline to answer written inquiries

Deadline for receipt of proposals

*All proposals shall remain sealed  
until the date and time listed.*

Notice of Intent to award announcement, and  
14-day protest period begins on or about

Contract execution

### Date

June 11, 2021

June 25, 2021 @ 2:00 PM CST

July 8, 2021

July 22, 2021 @ 2:00 PM CST

To be scheduled

To be scheduled

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## **1.7 Proposal Submittal**

Firms or individual who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified. The proposal must be received either electronically or in hard copy printed version on or before the date and time specified in the Schedule of Events, according to the following instructions. FAX or e-mail submissions shall not be acceptable.

### **1.7.1 Electronic Proposal Submission**

The proposal must be uploaded to <https://stateofla.app.box.com/f/78a8258043f64797bb60ab828108540b> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit: <https://www.doa.la.gov/media/hfpnpdps/uploading-a-rfp-proposal-via-box-submission-link.pdf>.

### **1.7.2 Hard Copy Proposal Submission**

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Marvel Adams  
Office of Juvenile Justice  
7919 Independence Blvd  
State Police Bldg. 1<sup>st</sup> Floor  
Baton Rouge, LA 70806  
225-287-7900.

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

**NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS of Monday through Friday, 8:00 AM and 2:00 PM.**

## **1.8 Qualification for Proposer**

### **1.8.1 Mandatory Qualifications:**

Proposers must meet the following qualifications:

- The Proposer must provide evidence that it has adequate financial resources to operate for ninety (90) calendar days.
  - Proposers with existing programs shall provide an audited financial statement for the past two (2) years prepared by a Certified Public Accountant prior to the deadline for receipt of proposals. The proposal shall include an independent audit for State Fiscal Year (SFY) 2018 and 2019; however, if the SFY 2019 audit has not been completed at the time the proposal is submitted, the SFY 2018 audit shall be submitted along with a certified statement from the Proposer's Certified Public Accounting (CPA) firm verifying that the SFY 2019 audit shall be completed stating the projected completion date. A compiled financial statement is unacceptable.
    - Financial resources will be measured as follows:  
$$\text{Current Assets} - \text{Current Liabilities} = \text{must be no less than twenty-five percent (25\% of the annual operating cost of the proposal submitted.}$$
  - Proposers with new programs must provide proof of the financial ability to operate for ninety (90) calendar days as demonstrated by a line of credit through a financial institution.
    - Any successful Proposer(s) with new programs will be required to obtain and provide audited financial statements when requested by YS during the contract term.
- The Proposer shall also divulge any bankruptcies and the particulars thereof (include a credit report, if applicable).

### **1.8.2 Desirable Qualifications:**

- The Proposer should possess all licenses and/or certifications and education required by the Department of Children and Family Services (DCFS), Bureau of Licensing and Certification (BOL) specifically a Child Placing Agency with Subprogram of Transitional Placing; and the Department of Health, Office of Health Standards, or the program's accrediting body to obtain the Health inspection.
  - The successful Proposer(s) shall provide copies of all required licenses and certificates prior to contract execution.

## **1.9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

### **1.9.1 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

### **1.9.2 Table of Contents**

The proposal should be organized in the order contained below.

### **1.9.3 Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including: Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **1.9.4 Company Background and Experience**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, and number of years in business.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet the qualifications described in the Mandatory Qualifications for Proposer section.

Further, if governed by a board, the Proposer should list the names and contact information of the Board of Directors and provide a copy of the Board's Resolution (see **Attachment IV** for sample). The Proposer should include a letter of Tax Exempt Status, if applicable.

If subcontractors will be used, the Proposer should clearly identify any prospective subcontractor arrangements. The Proposer should provide the same information regarding the prospective subcontractor's company as is requested for the Proposer's company.

### **1.9.5 Approach and Methodology**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposal should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State.
- Define Proposer's functional approach in providing the services.
- Define Proposer's functional approach in identifying the tasks necessary to meet requirements.
- Fully describe all aspects of the proposed services and demonstrate how the Proposer will specifically address the needs of the youth to be served, the ability to achieve all specified outcomes in Section 4.3 Outcome Measures, and how these services will supplement existing programs in the community and contribute to the development of the local continuum of care.
- Demonstrate how the proposed program will work with the reintegration provider/YS to transition youth from residential care to the community.
- Describe and demonstrate the Proposer's ability to operate transitional placing programs for youthful offenders based upon evidence-based standards of practice for correctional treatment, and identify the applicable standards in the response.
- Identify the research that supports the services to be provided to the target population at all of the levels required in this RFP.
- List and describe the direct services to be provided at each level of care. Provide copies of proposed weekly program schedules and curriculum materials.
- Demonstrate and describe where and how core services will be provided including: at least two (2) hours of structured group counseling per week to lower risk youth; mandatory education and special education services; medical and mental health services and substance abuse treatment services at levels appropriate to each youth's identified need.
- Describe the process, sequence and frequency of service delivery and pre-admission through reintegration planning; list the support services to be provided by agencies outside of the Proposer, the sources of those services and describe any cooperative agreements that assure their delivery.
- Describe and demonstrate the use of strategies for treatment that can be reasonably and safely transferred to services provided at the lower levels of care and in community-based settings, and that have been demonstrated to be research based or accepted as good practice within the juvenile justice field.
- Provide a weekly schedule of all services/activities provided and identify minimum acceptable staffing requirements for each activity by number of staff and professional qualification or job title.
- Identify the staff position(s) (job titles and minimum qualifications) responsible for the provision of service in each core program area.
- Provide a weekly schedule for each of the professional level staff positions, including but not limited to specific plans for group facilitator coverage and education.

- Specifically discuss the integration of case management, clinical, education, medical and the supervision elements of the proposed program. Describe how critical information from each of these areas will be shared internally and with the larger treatment team.
- List types of recreational and leisure activities available and specifically describe plans for providing supervision of youth during these activities.
- Describe vocational education, and/or employment services that may be a part of the program and specifically describe plans for supervision of youth during these activities.
- Describe in detail the mental health components of the program specifically addressing the requirements identified in this RFP and in the Office of Juvenile Justice's Standard Operating Procedures for Contract Providers.
- Fully describe plans for the use of subcontracts, cooperative agreements, or community resources in service delivery. Include the name(s) of the agencies providing support services as well as a copy of letters of commitment from them, if possible. Successful Proposers must ensure that subcontractors meet all terms of the contract and administrative rules. Fully describe the plan to monitor policies and practices of any subcontractors to assure their compliance with the terms of the contract.
- List types of religious services available and provide a copy of a policy clearly making religious participation voluntary for each juvenile.
- Describe any access that residents will have to the community and describe how outings will be documented in accordance with the OJJ Standard Operating Procedures for Contract Providers for home/community passes and other community outings.
- Describe how youth will be monitored by the program while on community/home pass.
- Describe the process and requirements for youth as they progress through services for lower risk youth.
- Document the reintegration services that will be available for youth through referral and coordination with other programs.
- Include an internal performance monitoring and program evaluation system to track specified outcomes.

#### **1.9.6 Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. A list of staff requirements may be found in Section 2 of the SOP for Contract Providers located at <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer



references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the Proposer should clearly identify these persons and provide the same information requested for the Proposer's personnel.

The Proposer should address how the overall staffing patterns are conducive to the achievement of all goals and objectives, and should address hiring practices that will be used to replace employees who leave their employment.

### **Staff Requirements:**

All program employees, mentors, volunteers, interns, and contract providers with access to youth must undergo criminal and State Central Registry background checks prior to employment with the Successful Proposer. OJJ is not responsible for any costs associated with these background checks.

Proposer should provide a description of staff orientation programs and any in-service training that will be used to support the contracted services.

The Proposer should include the following information in the proposal:

- Describe staffing patterns, including administrative and programmatic, and demonstrate that there is sufficient staff to deliver the proposed programs.
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Resume for Program Director
- Resume for Case Manager

**The following positions are mandatory. See Attachment IX Standard Operating Procedures for Contract Providers for job descriptions.**

- Program Director
- Case Manager
- Direct Care Worker
- Social Worker/Counselor/Therapist

### **1.9.7 Location/Site**

The Proposer should identify the location(s) of the proposed physical facility(ies), giving the physical address, and include site and floor plans. Photographs of the facility(ies) may be provided. Square footage of the facility should be provided, along with the number of youth the facility can house. The Proposer should describe all amenities of the facility and surroundings, including security measures taken to safely house the youth.

The Proposer should provide either proof of ownership of the premises or submit proof of right to occupancy in the form of a lease or similar document upon contract award. An agreement to lease

upon contract award is also acceptable. The successful Proposer(s) shall start the program within thirty (30) calendar days of notice or receipt of signed contract, whichever is later. The Proposer should also disclose any known zoning issues that may have a negative effect on the proposed type of occupancy.

### **1.9.8 Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://www.cfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **1.9.9 Cost Proposal**

Proposers shall provide a per diem rate for each Level 1 youth proposed to be served. This per diem rate shall be inclusive of all reimbursable expenses.

**NOTE:** All youth come in at Level 1 which will be the per diem which the Proposer develops. The Level 2 rate is already set and will be provided to the successful Proposer(s) during contract negotiations. The Contractor will be provided prior approval by OJJ before invoicing at the Level 2 rate for youth who have been determined to be Level 2.

Proposers shall also provide a three (3) year Program Budget indicating how expenses are allocated. Proposers shall utilize Attachment VII (budget and budget narrative with itemized listing of all expenses or fees), to provide this information, with as much detail as possible.

Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

### **1.9.10 Certification Statement**

The Proposer must sign and submit **Attachment I**, the Certification Statement. If the Proposer is submitting an electronic proposal, then the Proposer must sign electronically or submit a scanned signature on **Attachment I**, Certification Statement.

### **1.9.11 Outsourcing of Key Internal Controls**

Not applicable to this RFP.

### **1.10 Number of Copies of Proposals**

For **electronic proposal submission**, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For **hard copy (printed) proposal submission**, the State requests that three (3) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### **1.11 Technical and Cost Proposals**

The State requests the following for **electronic proposal submissions**:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: 3000017331 - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: 3000017331, Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: 3000017331, Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked "Original") and three (3) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and three (3) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

### **1.12 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **1.13 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

#### **1.14 Proposal Clarifications Prior to Submittal**

##### **1.14.1 Pre-proposal Conference**

Not required for this RFP.

##### **1.14.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below.

Name: Marvel Adams, RFP Coordinator  
E-mail: [Marvel.Adams@la.gov](mailto:Marvel.Adams@la.gov)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date and time specified in the Schedule of Events at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and [www.oji.la.gov](http://www.oji.la.gov).

Only Marvel Adams, or her designee, has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <https://www.doa.la.gov/doa/osp/>. In that

LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg).

Help scripts are available on OSP website under vendor resources at: <https://www.doa.la.gov/doa/osp/>.

### **1.14.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.15 Error and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.cfrd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an **electronically submitted proposal**, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/78a8258043f64797bb60ab828108540b>.

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.20 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.21 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.22 Taxes**



Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, **Attachment I**, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### **1.23 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.24 Use of Subcontractors**

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

#### **1.25 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Agency's program objectives. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria in Part III Evaluation. The cost score will remain unchanged. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

#### **1.26 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

#### **1.27 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

#### **1.28 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.**

#### **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer(s) fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **1.31 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors

#### **1.32.1 Minimum Scope and Limits of Insurance**

### **1.32.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

### **1.32.2.2 Commercial General Liability Insurance**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

### **1.32.2.3 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

## **1.33 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **1.34 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
  - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses

arising from work performed by the Contractor for the Agency.

### 3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### 1.35 Acceptability of Insurers

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### 1.36 Verification of Coverage

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request

complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### **1.37 Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

### **1.38 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### **1.39 Duty To Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

### **1.40 Liability and Indemnification**

#### **1.40.1 Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and

description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **1.40.2 Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **1.40.3 Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

#### **1.40.4 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of

the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

#### **1.40.5 Limitations of Liability**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **1.40.6 Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

### **1.41 Payment**

The Contractor shall bill YS at the rate of (Insert Proposed per diem rate) for up to (insert number of youth) per day for youth determined to be Level I youth at entry. With pre-approval and documentation of Level II determination Contractor shall bill YS at a rate of (insert predetermined rate) for youth determined to be a Level II youth. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program.

Contractor shall submit monthly invoices to YS by the tenth (10<sup>th</sup>) of each month for actual units provided during the preceding calendar month. All invoices must be submitted in the YS format provided to the Contractor and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under the contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS shall not be responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for youth in excess of the daily slot limit stated in the contract, unless specific written authorization for a daily slot limit overage is granted by the Contract Performance Coordinator.



Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract from amounts due to the Contractor. YS reserves the right to reduce the Contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

#### **1.41.1 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

### **1.42 Termination**

#### **1.42.1 Termination of the Contract for Cause**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

#### **1.42.2 Termination of the Contract for Convenience**

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.42.3 Termination for Non-Appropriation of Funds**

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### **1.43 Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Agency.

#### **1.44 Access to Facility**

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees shall be allowed to access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

#### **1.45 Nationally Recognized Performance Based Standards**

Where standards or accreditation are available, Contractor must comply with nationally recognized performance based standards or with the accrediting bodies. If such compliance or accreditation has not been obtained prior to the signing of the contract, Contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving accreditation, the Contractor must continue to conform to the standards for the term of the contract.

#### **1.46 Licenses, Certificates, Inspections**

Contractor shall comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and shall demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

#### **1.47 Staff Vacancies**

All staff vacancies shall be filled as soon as possible but no later than thirty (30) calendar days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in the contract and in YS policy.

#### **1.48 Assignment**

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **1.49 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the Office of Juvenile Justice, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### **1.50 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.51 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

### **1.52 Entire Agreement/ Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.53 Contract Modifications**

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.54 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

### **1.55 Governing Law**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.56 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

### **1.57 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

### **1.58 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

### **1.59 Prohibition of Discriminatory Boycotts of Israel**

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

### **1.60 Contractor's Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

### **1.61 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

### **1.62 Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### **1.63 Additional Program Requirements**

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of

Children and Family Services, the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

The Contractor will comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct, announced or unannounced, compliance monitoring to include "on-site" monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and US Policies, or to pass the PREA audit after any corrective action period may result in termination of the contract.

The Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

#### **1.64 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

##### **1.64.1 Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work**

Transitional Placing programs provide youth with stable, safe living accommodations, and services that foster the development of skills they need to live independently. This Scope of Work is for Transitional Placing services for males and females primarily between the ages of sixteen (16) and twenty-one (21) years, who are placed in the custody of YS. Regional Offices throughout the State may submit referrals. In order to promote a therapeutic milieu, YS encourages Contractors to limit the number of youth in each facility or unit of the facility.

Youth who are referred to Transitional Placing programs by YS typically present with a wide range of difficult emotional and behavioral challenges; therefore, programs must demonstrate expertise and willingness to work with these youth. The Contractor shall demonstrate how program participants will obtain dental, health and mental health services. The Contractor is responsible for obtaining and maintaining the Child Placing Agency License (Transitional Placing Services) See Department of Children and Family Services, Child Welfare Licensing Section website for further information: <http://www.dcfslouisiana.gov/page/246>.

The approximate number of treatment slots/units of service is **seventy (70) (male or female) slots statewide.**

### **2.2 Task and Services**

Contractors shall be required to provide the following:

- Transitional Placing Program services which are behavioral in nature, focusing on older non-secure custody youth who are considered, through standardized assessment, to be at low or moderate risk for general delinquency and violence
- Attention to responsivity issues affecting program youth
- Basic life-skill building, including consumer education and instruction in budgeting, the use of credit, housekeeping, menu planning, food preparation and parenting skills
- Interpersonal skill building, including enhancing participants' abilities to establish positive relationships with peers and adults, make decisions and manage stress
- Educational opportunities, such as GED preparation, post-secondary training and vocational education
- Assistance in job preparation and attainment, such as career counseling and job placement
- Education, information and counseling to prevent, treat and reduce substance abuse
- Mental health care, including individual and group counseling
- Physical health care, including routine physicals, health assessments and emergency treatment

The program structure must:

- Develop and provide ongoing reassessment of an Individual Treatment/Implementation Plan (ITP/IIP).
- ITP/IIP development and modification is to be discussed at least monthly during case staffing based upon each youth's documented progress.

- Specifically provide services to youth who are at lower risk to reoffend as identified in the assessment.
- Have the ability to adjust programming and curricula as necessary to meet the needs of youth who present other specialized needs such as learning disabilities and emotional disturbance.
- Include specific written provisions for dealing with short-term behavioral crises within the proposed program.
- Include specific steps to involve parents or guardians throughout the treatment process.
- Include processes for planning and coordinating the development of reintegration services, as determined by the treatment team, with the reintegration provider/YS
- Allow for the acceptance of youth from other State and contract operated programs.
- Demonstrate its ability to measure outcomes related to each of the core program components on a regular basis.
- Comply with the Standard Operating Procedures for Non-Secure Care as established, and revised, by YS.
- At all times, provide and maintain professional level staff that meet all requirements of Louisiana state law, rule and licensing standards regarding required education, training, experience and licensure or certification.

## 2.3 Deliverables

The Contractor shall collaborate with YS to provide, at a minimum, the following direct services to program youth and their families:

<b>SERVICE PROVIDED</b>	<b>STAFF POSITION PROVIDING SERVICE</b>	<b>FREQUENCY</b>
Youth Orientation	Staff	Within 24 hours of arrival
Development of Individualized Treatment/Implementation Plan (ITP/IIP)	Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)	Within 14 days of admission
Review & Modification of ITP/IIP	Staff	Monthly review; revision as needed
ITP/IIP Update	Multidisciplinary Team (minimum of Mental Health Professional, Probation staff, provider staff, family, child)	Tentative plan within 14 days of entry; Monthly review; revision as needed minimum every 90 days
Individual Counseling	Master's level Mental Health Professional; supervised by a	As determined by ITP/IIP



	licensed Mental Health Professional	
Curriculum-Based Group Counseling	Trained and qualified staff supervised by a licensed Mental Health Professional	Minimum 2 hours weekly to include: Basic life-skill building, including consumer education and instruction in budgeting, the use of credit, housekeeping, menu planning, food preparation and parenting skills. Interpersonal skill building, including enhancing young people's abilities to establish positive relationships with peers and adults, make decisions and manage stress
Educational groups (i.e. moral development, parenting, gender-specific issues, life skills, substance abuse education, etc.)	Trained and qualified staff supervised by a licensed Mental Health Professional	As determined by ITP/IIP
Independent Living Skills utilizing the Casey Life Skills Curriculum	Trained and qualified staff	As dictated by Ansel-Casey Life skills Assessment Instrument
Family Counseling	Master's level Mental Health Professional; supervised by a licensed Mental Health Professional	As determined by ITP/IIP
Curriculum-based Family Skill Training	Trained and qualified staff supervised by a licensed Mental Health Professional	As determined by the ITP/IIP
Substance Abuse Treatment	Trained and qualified staff supervised by a licensed Mental Health Professional or Parish Addictive Disorders Clinic	As determined by ITP/IIP
Drug Screen	Trained and qualified staff	Immediately after each home pass and as needed
Community-based accredited education/special education services	Certified Teachers, School Board	360 minutes Monday – Friday (excluding mealtime and break/recess) for youth under 17 (must meet state and federal requirements,

		including IEP when appropriate) (must allow youth to earn Carnegie units)
Vocational Services (training/resume writing/job search, etc.) (may be on or off site)	Staff, Teachers, Vocational Centers	Daily for youth identified in ITP/IIP
Educational Remediation/Tutoring	Teachers, Staff	As established in ITP/IIP
GED/ACT Prep	Teachers, Staff	Daily for youth identified in ITP/IIP
Educational Assessment	Local Education Agency Pupil Appraisal	As needed
Life Skills Assessment	Life Skills Teacher	As dictated by Ansel-Casey Life skills Assessment Instrument protocol
Behavior Management	Staff	Daily as defined in Behavior Management System
Social activity (i.e., movie, outing, etc.)	Staff	As defined in Behavior Management System
Structured Recreation	Staff supervised by Recreational Specialist	Minimum 1 hour daily
Nutrition and Cooking	Staff	Minimum monthly
Personal Enrichment	Staff	Minimum weekly
Community Service/Restorative justice projects (may be on or off site)	Staff	Minimum 1 time monthly
Transportation	Staff	As needed
Home Passes	Staff and YS	Per OJJ Standard Operating Procedures for Non-Secure Care
Medical/Medication Management	Physician, Nurse, Nurse Practitioner	As determined by ITP/IIP
Psychiatric Consultation	Psychiatrist/Psychologist	As determined by ITP/IIP
<b>Additional Program Requirements:</b>		

Professional Development Training	Staff, YS	When offered
Satisfaction Surveys	Youth, families, staff	Upon program completion or at least annually
Monthly Provider Status Report	Staff	Monthly
Quarterly Progress Report	Youth, Multidisciplinary Team	Quarterly

Services listed above shall not be changed without amendment.

Unauthorized deviations from this plan or the OJJ SOP for Contract Providers <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf> will constitute a breach of contract.

The Contractor shall maintain staffing levels, facility and equipment to deliver the services agreed upon on a continuous basis throughout the contract period to meet the needs of youth.

## 2.4 Project Requirements

Contractor shall employ staff to provide direct services to youth and supervisory staff to ensure the delivery of services. Documentation of all deliverables is mandatory. Case records shall be maintained for all youth served according to the guidelines in Section 3 of the SOP for Contract Providers located at <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf>. Physical case records shall be provided by the Contractor.

Contractor must conduct ongoing internal quality assurance and performance evaluation. The quality assurance must include regular use of client satisfaction or other surveys of youth, their families, the community and victims if they have voluntarily agreed to participate. Surveys of staff concerning the safe and effective operation of the program should also be a part of the quality improvement effort.

Contractors with Youth Services will be required to submit a monthly report in a format provided by OJJ by the 10<sup>th</sup> of each month.

YS may require more frequent reporting, for a minimum of three (3) months, following initial start-up of a new program. In situations where the YS has determined that the safety, security, or order of a program is at risk, more frequent, detailed reporting may be required as well.

Contractor must provide the YS Continuous Quality Improvement Services unit with a quarterly report which includes the items specified in the OJJ Standard Operating Procedures for Contract Providers.

The Contractor shall use the same evaluation tools used by the Department to evaluate any subcontractor's programs for minimum standards, contract compliance and program effectiveness.

## **PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b><i>CRITERIA</i></b>	<b><i>MAXIMUM SCORE</i></b>
<b>1. Company Background and Experience</b> <ul style="list-style-type: none"><li>• The Proposer demonstrates experience in working on projects similar in size, scope and function; Proposer's references demonstrate satisfactory performance.</li><li>• The Proposer clearly describes their ability to meet the mandatory qualifications.</li><li>• Any subcontractors to be used have experience providing the contracted services.</li></ul>	<b>20</b>
<b>2. Approach and Methodology</b> <ul style="list-style-type: none"><li>• The Proposer demonstrates knowledge and understanding of the scope of work.</li><li>• described adequately and specifically addresses the needs of the population to be served.</li><li>• The program demonstrates an ability to achieve all specified outcomes for the scope of service.</li><li>• The proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in the scope of services.</li><li>• The proposal demonstrates how it will supplement existing programs in the community and contribute to the development of the local continuum of care.</li><li>• The Proposer describes access to essential support services (administrative, fiscal, staff development).</li></ul>	<b>20</b>
<b>3. Proposed Staff Qualifications</b> <ul style="list-style-type: none"><li>• Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables and proposal includes sufficient number of staff to deliver the proposed services.</li><li>• Qualifications of staff are adequately described and are appropriate.</li><li>• Job descriptions for all staff are included and clearly outline the responsibilities.</li><li>• The Proposer describes staff orientation programs and in-service training for proposed programs.</li></ul>	<b>18</b>

<ul style="list-style-type: none"> <li>The organizational chart demonstrates appropriate management, supervisory, and staff positions.</li> </ul>	
4. Location/Site <ul style="list-style-type: none"> <li>The proposal identifies the location of the physical facility and includes site and floor plans.</li> <li>The proposed site is appropriate and well suited to the program being offered.</li> <li>Square footage is adequate to the program needs of the youth served.</li> <li>The Proposer will be able to start the program within thirty (30) calendar days of notice or receipt of signed contract, whichever is later.</li> </ul>	<b>5</b>
5. Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> <li>Up to ten (10) points available for Hudson-certified Proposers;</li> <li>Up to twelve (12) points available for Veteran-certified Proposers;</li> <li>If no Veteran-certified Proposers, those two points are not awarded.</li> </ul> See Section 3.2 for more details	<b>12</b>
6. Cost <ul style="list-style-type: none"> <li>Per diem rate (25 points)</li> </ul>	<b>25</b>
<b>TOTAL SCORE</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of thirty-one and one-half (31.5) points fifty percent (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, Proposed Staff Qualifications, and Location/Site to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Technical Proposal, Financial Proposal, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer(s) with the highest overall score will be recommended for award.

### 3.1 Cost Evaluation

The Proposer with the lowest per diem rate shall receive twenty-five (25) points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/PC \times 25)$$

Where: CCS = Computed cost score (points) for Proposer being evaluated  
LPC = Lowest proposed total cost of all Proposers  
PC = Total cost of Proposer being evaluated

Youth Services will review the reasonableness of the budget information provided to support the per diem rate. The budget information should fully support the per diem presented. The budget should also reflect adequate resources and staff to provide the services proposed without overinflating or under bidding the amount required to fully operate the program.

**Contractor will be paid per the proposed or the negotiated lower per diem rate.**

### **3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### **B. Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. A detailed description of the work to be performed; and
- iii. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Contractor shall submit a monthly report in the format provided by OJJ by the 10<sup>th</sup> of each month containing the Performance Measures.

### **4.2 Performance Measures**

The Contractor must track information for the performance measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth who successfully complete the program.
2. Number and percent of families, YS staff and counselors/social workers who participate in developing the Individualized Intervention/Treatment Plan as evidenced by signature of participants.
3. Number and percent of youth who have family participation in working toward Individualized Intervention/Treatment Plan goals.
4. Number and percent of the youth who demonstrate improvement in domain scores of the Casey Life Skills Independent Living program as evidenced by an increase from pre-test to post-test scores on the Ansel-Casey Life Skills Assessment Instrument (Available free at [www.caseylifeskills.org](http://www.caseylifeskills.org)).
5. Number and percent of youth and families who report benefiting from the program as evidenced by post release/annual satisfaction surveys.
6. Number and percent of families who demonstrate improved parenting skills through participation in family skills training.
7. Number and percent of youth who demonstrate improvement in risk level of the SAVRY reassessment.
8. Number and percent of Staff who participate in professional development trainings.
9. Number and percent of youth enrolled in the HiSET programs who obtain their HiSET.
10. Number and percent of youth who run away from program (if applicable). (Refer to Standard Operating Procedure for definition.)
11. Number and percent of youth who demonstrate an increased skill/grade level as evidenced by pre-post testing.
12. Number and percent of validated abuse/neglect reports.
13. Number and percentage of youth removed prior to completion at the request of the program.

### **4.3 Outcome Measures**

The Contractor must track information for the outcome measures listed below. The following information shall be reported monthly in a format provided by YS.

1. Number and percent of youth demonstrating increased knowledge of pro-social behaviors/attitudes as evidenced by pre and post testing utilizing the TCU – Criminal Thinking Scales (Available free online at <http://ibr.tcu.edu/forms/tcu-criminal-thinking-scales/>).
2. Number and percent of youth who did not receive a new adjudication while enrolled the program.



3. Number and percent of youth who received a negative drug screen at three (3) and six (6) months of being enrolled in the program.
4. Number and percentage of positive discharges.

YS tracks the information for outcome measures listed below.

1. Number and percent of youth served who do not reenter the Juvenile Justice System for six (6), twelve (12) and eighteen (18) months after completion of program (tracked by YS).
2. Number and percent of youth who re-entered the custody of YS while enrolled in the program.
3. Number and percent of youth who transferred to a more restrictive setting prior to program completion.
4. Number and percent of youth transferred to a similar setting prior to program completion.

#### **4.4 Monitoring Plan:**

The assigned Regional Program Specialist is the Contract Performance Coordinator for any contract resulting from this RFP and is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Regional Program Specialist will be primarily responsible for the day-to-day contact with the Contractor.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will conduct regular site visits, including assessments of contract performance and compliance in accordance with the program risk rating. The assigned Contract Performance Monitor shall verbally notify the Contractor of any deficiencies noted in the contract monitoring tool prior to leaving the program, and follow-up in writing within ten (10) working days of the verbal notification. Notification shall include a deadline to address deficiencies and the date of the follow-up site visit

If the Contractor fails to adequately address the noted deficiencies within the allotted timeframe, the assigned Contract Performance Coordinator shall notify the Community Based Services (CBS) Program Manager, and advise the Contractor to submit a written plan of action within five (5) working days.

The CBS Program Manager shall report continued non-compliance to the Undersecretary and General Counsel to determine the appropriate sanction, as outlined in the Standard Operating Procedures for Contract Providers, YS policy A.4.2., which may include removal of youth and termination of the contract.

Sanctions may be imposed on any Contractor who fails to adhere to any provision of the Standard Operating Procedure (SOP), either intentionally or through negligence. These sanctions shall be issued by YS/OJJ Deputy Secretary and General Counsel, and shall not exceed three percent (3%) of the gross monthly billing. One (1) sanction may be levied for each individual violation.

These sanctions are intended to create a positive change of compliance to the SOP and contract and are not intended to cause any negative or detrimental effect on the services available to youth.

Continued sanctions may jeopardize the future of the contract with YS/OJJ.

Sanctions may include but are not limited to:

- Monetary sanctions (up to a three percent (3%) reduction of monthly payment)
- Fifteen percent (15%) reduction in the number of program slots
- Moratorium on referrals
- Termination of contract

#### **4.5 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

## ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (     ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days in which to complete contract negotiations, if any, and ten (10) business days to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential

subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized  
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State

Zip:

:

## **ATTACHMENT II: SAMPLE CONTRACT**

### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[Complete a Concise Description of Services to be provided or Attach Statement of Work]*

*Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.*

##### **1.1.1 GOALS AND OBJECTIVES**

*[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]*

##### **1.1.2 PERFORMANCE MEASURES**

The performance of the contract will be measured by the Contract Performance Monitor authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

*[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]*

##### **1.1.3 MONITORING PLAN**

*[Name and Title or Position]* will monitor the services provided by the Contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

##### **1.1.4 DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

##### **1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation**

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

##### **1.1.6 SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this Contract, outside of the Contractor's reasonable control, as the case may be, the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **2.0 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

This contract is not effective until approved in writing by the Office of State Procurement in accordance with La. R.S. 39:1595 – 1595.1.

### **2.2 STATE FURNISHED RESOURCES**

State shall appoint a Contract Performance Monitor for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Performance Monitor shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **2.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

Contractor's seven-digit LDR account number is \_\_\_\_\_.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

## **3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, AND PAYMENT TERMS**

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$\_\_\_\_\_, over multiple years as follows: \_\_\_\_\_.

The Contractor shall bill YS at the rate of \$\_\_\_\_\_ for up to \_\_\_\_ per day for youth determined to be Level I youth at entry. With pre-approval and documentation of Level II determination, Contractor shall bill YS at a rate of \$\_\_\_\_ for youth determined to be a Level II youth. This rate is inclusive of all reimbursable expenses. The Contractor shall only invoice YS for the actual number of youth in the program

Contractor shall submit monthly invoices to YS by the 10<sup>th</sup> of each month for actual units provided during the preceding calendar month. All invoices must be submitted on the provided YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under the contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Payment will be based on actual units of service provided. YS shall pay the full per-diem rate for the day of admission, but no per diem will be paid for the day of discharge. YS shall not be responsible for the cost of services that are not included in the per diem unless prior written authorization has been obtained from YS.

YS bears no obligation to reimburse the Contractor for youth in excess of the daily slot limit stated in the contract, unless specific written authorization for a daily slot limit overage is granted by the Contract Performance Coordinator.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under the contract from amounts due to the Contractor. YS reserves the right to reduce the Contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless Contractor provides services in a timely manner to the reasonable satisfaction of YS.

### **3.1 PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

## **4.0 TERMINATION**

### **4.1 TERMINATION OF THE CONTRACT FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

### **4.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **5.0 DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## **6.0 LIABILITY AND INDEMNIFICATION**

### **6.1 CONTRACTOR LIABILITY**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

### **6.2 FORCE MAJEURE**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

### **6.3 INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **6.4 INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-



infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

## **6.5 LIMITATIONS OF LIABILITY**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

## **6.6 OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

## **6.0 CONTRACT CONTROVERSIES**

Any dispute that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of Deputy Undersecretary or his/her designee. Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **7.0 FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8.0 ASSIGNMENT**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment

to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

#### **9.0 RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Office of Juvenile Justice, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

#### **10.0 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

#### **11.0 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

#### **12.0 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

#### **13.0 CIVIL RIGHTS COMPLIANCE**

The Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI and Title VII of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, and the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **14.0 INSURANCE**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **14.1 MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **14.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **14.3 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. Commercial General Liability and Automobile Liability Coverages**

c. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

d. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees

and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

## 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- e. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- f. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- h. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## 14.4 ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

## 14.5 VERIFICATION OF COVERAGE

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all

required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **14.6 SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **14.7 WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **15.0 GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **16.0 CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **17.0 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such validity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

#### **18.0 INDEPENDENT ASSURANCES**

Not applicable to this Contract.

#### **19.0 RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in

connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **20.0 DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

## **21.0 CONFIDENTIALITY/RECORDS**

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and La R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this Contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

## **22.0 NATIONALLY RECOGNIZED PERFORMANCE BASED STANDARDS**

Where standards or accreditation are available, Contractor must comply with nationally recognized performance based standards or with the accrediting bodies. If such compliance or accreditation has not been obtained prior to the signing of the Contract, Contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the Contract. Failure to achieve accreditation may result in the cancellation of the Contract. Upon achieving accreditation, the Contractor must continue to conform to the standards for the term of the Contract.

## **23.0 ACCESS TO FACILITY**

YS staff shall have access to youth on or off the Contractor's premises at any time. YS officials or their designees may access and inspect the Contractor's premises at any time. Access and inspection includes, but is not limited to, youth, staff, the entire facility, and all books and records related to the operation of the facility.

## **24.0 LICENSES, CERTIFICATES, INSPECTIONS**

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the Contract and/or removal of youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

## **25.0 STAFF VACANCIES**

All staff vacancies shall be filled as soon as possible but no later than thirty (30) days after the vacancy occurs. Vacancies exceeding the time as established by this clause shall subject the Contractor to penalties in an amount equal to the salaries of the vacant positions for the number of vacant days. Vacancies of professional staff shall not be considered filled unless the incumbent possesses all requisite qualifications as stated in this Contract and in YS policy.

## **26.0 ADDITIONAL PROGRAM REQUIREMENTS**

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Children & Family Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child

Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor will comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements", YS will conduct announced or unannounced, compliant monitoring to include "on-site" monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and US Policies, or to pass the PREA audit after any corrective action period may result in termination of the Contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

## **27.0 STANDARD PROVISIONS**

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively.

## **28.0 NOTIFICATION OF STATE EMPLOYMENT**

Should Contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the Contract if a conflict of interest or a violation of state law occurs as a result of such employment.

## **29.0 SANCTIONS**

YS may impose sanctions if the Contractor fails to adhere to the provisions of the Contract or Standard Operating Procedures for Contract Providers available on request and online at <https://ojj.la.gov/wp-content/uploads/2020/07/A.4.2-a-Standard-Operating-Procedures-for-Contract-Providers-Dec-2019.pdf> either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent (3%) of the gross monthly billing. One (1) sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Sanctions may include but are not limited to:

1. Monetary sanctions (up to a 3% reduction of monthly payment)
2. 15% reduction in the number of program slots
3. Moratorium on referrals
4. Termination of contract

## **30.0 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

## **31.0. CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **32.0. ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

### **33.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

### **34.0 SECURITY**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

#### **34.1 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

### **35.0 E-VERIFY**

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

### **36.0 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

### **37.0. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.



### **38.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

\_\_\_\_\_  
[NAME OF CONTRACTOR]

\_\_\_\_\_  
[AGENCY NAME]

\_\_\_\_\_  
[AUTHORIZED SIGNATURE]

\_\_\_\_\_  
[AUTHORIZED SIGNATURE]

\_\_\_\_\_  
[PRINTED NAME]

\_\_\_\_\_  
~~[NAME PRINTED]~~  
[NAME PRINTED]

\_\_\_\_\_  
[NAME PRINTED]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## ATTACHMENT III

### ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractors, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at [DOA-OSRAP-EFT@la.gov](mailto:DOA-OSRAP-EFT@la.gov).

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
---------------------	--------------------	-------------------------

LaCarte	_____	_____
---------	-------	-------

EFT	_____	_____
-----	-------	-------

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**ATTACHMENT IV:**  
**SAMPLE BOARD RESOLUTION**

MEETING OF THE BOARD OF DIRECTORS  
OF  
(ORGANIZATION'S NAME)

A meeting of the Board of Directions of (ORGANIZATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION) by his Signature, to enter into any and all contractual obligations on behalf of this ORGANIZATION.

---

Secretary/Chairman

## ATTACHMENT V: DISCLOSURE OF OWNERSHIP OF ENTITY

The agency requires all proposing parties disclose any and all owners of the proposing party. Disclosure of the actual ownership of the entity is a critical to the agency's assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

There are differing steps depending on the nature of ownership of the proposing party.

### For Proposers who are Individuals:

This attachment requires no response if the Proposer is an individual.

### For Proposers who are Louisiana Corporations (for-profit and not-for-profit)

When the proposing party is a Louisiana corporation, whether for-profit or not-for-profit, the corporation must submit a copy of the Disclosure of Ownership form that has been filed with the Louisiana Secretary of State. The Secretary of State will stamp the Disclosure of Ownership form "received and filed." The proposing party will then submit a copy of this document in its proposal as Attachment V. The approximate cost is \$20.00.

The document and filing instructions are available at:

<http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>.

**NOTE: If the corporation is a not-for-profit corporation that is organized on a non-stock basis, the organization may elect to submit a Notarized Affidavit consistent with the procedures required of Louisiana Limited Liability Companies, included below.**

### For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company ("LLC"), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment V, a Notarized Affidavit from chief officer of the LLC outlining any and all owners of the LLC.

This information does not need to be in a particular form, it simply needs to outline the list of the owners of the LLC, be signed under oath by the lead officer and notarized. A copy of the Affidavit may be submitted.

**ATTACHMENT VI****COST PROPOSAL**

The cost proposal shall be signed by the person authorized to bind the proposing organization in order to be considered.

**Attachment VI and VII shall be used to provide per diem rate and the proposed budget.** Failure to submit a completed and signed mandatory cost proposal shall result in disqualification of the proposal.

NUMBER OF SLOTS/UNITS	PER DIEM RATE

**Location(s) where slots will be provided:** \_\_\_\_\_

**NOTE:** The Proposer must use the proposed budget, Attachment VII, Program Budget to calculate the per diem. For example; YS funding request column "Total Budget" divisible by "number of slots" should equal the "per diem rate" proposed.

**I understand that if I am awarded a contract as a result of this proposal, I will be required to provide these services at the above quoted rate or the lower negotiated rate for the full term of the contract.**

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**ATTACHMENT VII: PROGRAM BUDGET (Three (3) years to cover the term of the contract)**

DESCRIPTION	TOTAL BUDGET (A)	ADMINISTRATIVE (B)	PROGRAM (C)	YS FUNDING REQUEST (D)	MATCH (E)
<b>SALARIES &amp; FRINGES:</b>					
Personnel Salaries	\$ -				
Fringe Benefits	\$ -				
Total Salaries & Fringes	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PERSONNEL TRAVEL:</b>					
Client Transportation	\$ -				
Field Travel	\$ -				
Administrative	\$ -				
Conferences/Training	\$ -				
Total Personnel Travel	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SERVICES:</b>					
Printing	\$ -				
Insurance	\$ -				
Maintenance – Auto	\$ -				
Maintenance – Other	\$ -				
Rental – Building	\$ -				
Rental - Other	\$ -				
Dues & Subscriptions	\$ -				
Postage	\$ -				
Telephone	\$ -				
Utilities	\$ -				
Other Operating Services	\$ -				
Total Operating Services	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SUPPLIES:</b>					
Office Supplies	\$ -				
Medical Supplies	\$ -				
Food	\$ -				
Automotive Supplies	\$ -				
Maintenance Supplies	\$ -				
Household Supplies	\$ -				
Youth/Offender Personal	\$ -				
Other Supplies	\$ -				
Total Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFESSIONAL SERVICES:</b>					
Counseling	\$ -				
Accounting & Auditing	\$ -				
Medical	\$ -				
Consulting	\$ -				
Legal	\$ -				
Other Professional Services	\$ -				
Total Professional	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ACQUISITIONS:</b>					
Equipment	\$ -				
Other	\$ -				
Total Acquisitions	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OTHER EXPENSE</b>					
<b>TOTAL BUDGET</b>	\$ -	\$ -	\$ -	\$ -	\$ -

The Program Budget and Budget Narrative should include only those items related to this program. The budget provided must correspond to the period funded. The Proposer must use the proposed budget to calculate the per diem proposed on Attachment VI, Cost Proposal. The Excel worksheet will be uploaded as a separate document. Subtotals and totals are automatically calculated and protected.

## COLUMNS

- A Budget: the entire amount allotted to this program regardless of source of funding. This field is automatically calculated.
- B Administrative: the expenses associated with the managerial functions of the program. This does not include any expense associated with direct service delivery to youth/families. Typically, these expenses do not fluctuate based on the number of youth/families served.
- C Programmatic: expenses associated with direct service delivery.
- D YS Funding Request: the total amount requested from YS for this program.
- E Match: Resources, whether in-kind or cash contributed by the applicant may be used as Match. This amount must equal twenty-five percent (25%) of the YS Funding Request. This amount may not include state or federal funding or funding used to match another state or federal grant. Columns B and C should equal A. Columns D and E should equal A.

## BUDGET NARRATIVE

**A FULL Explanation should be provided for each category in the Program Budget.**

- On a separate sheet provide information for each category listed on the budget form.
- All expenses must be described in the budget narrative and quantified on the budget form. **A full explanation must be given of each category detailing the goods/services used to derive the estimated expenses on the budget form.** This explanation must include the item procured, recipient of the item, purpose of the item in further program objectives as well as indication if the item is a one-time expense. (Budget must be inclusive of all income and expenses that will be incurred during the program.)
- Any deviation from the approved budget must have YS written approval **prior to incurring the expense.** Deviation may require a contract amendment.
- Expenditures not in your approved budget or over your budgeted amount will be disallowed, if prior approval has not been obtained.
- Provide each source and amount of "Match" for this program in your narrative. For example: Entergy utility bill for office space paid by Parish Council at \$100.00 X 10 months = \$1,000 Match.
- All expenses must be pro-rated for this program. Expenses incurred outside the dates of the contract awarded are not reimbursable.
- All expenses must be reasonable and necessary and may not include expenses incurred outside the start and end dates of the contract or retroactive pay increases.

**The following instructions are to be used to determine which expenses to allocate in each category on the budget form and to compose the budget narrative.**

## SALARIES



1. List the name(s), position(s), total salary, percentage of compensation allotted to YS funding and match, and full/part-time status of staff actually working on this program in the narrative. Funds may not be used to supplant positions that are already funded.
2. Time and attendance records must be current, maintained for a minimum of five (5) years and are subject to audit.

#### **FRINGE BENEFITS**

1. Provide only the employer's share for funded salaries.
2. Fringe benefits may not exceed twenty-five percent (25%) of the total salary.
3. Fringe benefits may only be paid for staff listed in the above salary section.
4. The rate or expense used for calculation must be shown for each type:
  - a. Social Security (FICA): 6.2%
  - b. Medicare: 1.45%
  - c. Health/Life Insurance
  - d. Workers' Compensation
  - e. Unemployment
  - f. Public/Private Retirement
  - g. Liability/Malpractice Insurance (if part of an employee benefit package)

#### **TRAVEL/TRAINING**

1. Travel should indicate the individuals, purpose and itemized listing of travel costs (i.e., destination, mileage rate, meals, registration, etc.).

Travel funded by YS must be in accordance with Division of Administration, Policy and Procedure Memorandum 49. The State Travel Regulations include allowable travel rates of reimbursements and may be accessed at <https://www.doa.la.gov/doa/ost/policy/>. Only actual travel expenses are reimbursable. Expenses for each event must be documented on a separate FACS BA-12 Travel Expense Account forms <https://www.doa.la.gov/doa/ost/forms/>.

#### **OPERATING SERVICES**

1. Maintenance and/or rental agreements should individually list the items and period covered.
2. The expense associated with services needed to operate the program. This may include, but is not limited to the following:
  - a. Telephone/Cellular/Internet service.
  - b. Advertising
  - c. Rent
  - d. Insurance
  - e. Subscriptions
  - f. Maintenance/Service Agreement
  - g. Postage
  - h. Utilities
  - i. Laboratory
  - j. Repairs
  - k. Printing\*

\*All printed material must bear a prominent statement: "This public document was printed at a total expense of \$\_\_\_\_\_. (Number copies were published in this Number printing

at an expense of \$\_\_\_\_\_. The total expense of all printing of this document, including reprints, is \$\_\_\_\_\_. This document was produced by (Printer's Name) for the Office of Youth Development, 7919 Independence Blvd., Baton Rouge, LA 70806. It was printed in accordance with standards for printing by state agencies established pursuant to La. R.S. 43:31."

### **OPERATING SUPPLIES**

1. Supply items are consumable and have a life expectancy less than one (1) year. This may include but is not limited to the following items:
  - a. Office materials
  - b. Food/Refreshments
  - c. Medical/Dental/Pharmaceutical items
  - d. Clothing
  - e. Education/Recreational materials
  - f. Maintenance items
  - g. Automotive materials

### **PROFESSIONAL SERVICES**

1. Professional Services may include legal, consulting, accounting and counseling services procured from Contractors,
2. All professional services should list the service provider name and title, description of the services provided, rate of payment and the annual dollar amount of each contract/agreement.

### **ACQUISITIONS**

A listing of the acquisitions/equipment should include a description of each item, purpose within the program and its acquisition cost.

### **OTHER**

Other expenses should list the type, purpose, method of computation, quantity, etc.

Additional information regarding budget categories may be found at:

<https://www.doa.la.gov/media/uphhkha2/chap13.pdf>.

## ATTACHMENT VIII

## Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement or for new provider proof of financial ability to operate the program for 90 days.
- ☐ **MANDATORY** - Completed and signed Attachment I, Certification Statement.
- ☐ Describe staffing patterns, including administrative and programmatic, and give rationale.
- ☐ Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.
- ☐ **MANDATORY** – Budget Format
- ☐ **MANDATORY** - Completed and signed Attachment VI, Cost Proposal
- ☐ Resumes or Position Description for Program Director and key personnel
- ☐ Job Descriptions
- ☐ List of References
- ☐ List the names and contact information of Board of Directors.
- ☐ Letter of Tax Exempt Status, if applicable
- ☐ Organizational Chart
- ☐ Board Resolution, if Proposer is a corporation
- ☐ Disclosure of Ownership (as applicable)
- ☐ Certificate of Authority to do Business in Louisiana, if applicable

All Proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal.

## **ATTACHMENT IX STANDARD OPERATING PROCEDURES FOR CONTRACT PROVIDERS**

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